

EXHIBIT
"A"

**CITY OF ROUND ROCK AGREEMENT
FOR PURCHASE OF
VEHICLE CLEANING SERVICES
WITH
MISTER CAR WASH**

THE STATE OF TEXAS

CITY OF ROUND ROCK

**COUNTY OF WILLIAMSON
COUNTY OF TRAVIS**

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§

KNOW ALL BY THESE PRESENTS:

THIS AGREEMENT (referred to herein as the "Agreement"), is for purchase of vehicle cleaning services for the Police and Fire Departments and related services, and is made on the ____ day of the month of _____, 2018, by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as "City"), and MISTER CAR WASH, whose offices are located at 222 East 5th Street, Tucson, Arizona 85705 (referred to herein as "Vendor"). This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City has determined that there is a need for the delineated goods and services; and

WHEREAS, City desires to contract for the provision of such goods and services, and City desires to purchase same from Vendor; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said goods and services, and City has selected the bid submitted by Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Mister Car Wash whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Invitation for Bid designated IFB 18-002 dated January 2018; (b) Vendor's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

G. **Vendor** means Mister Car Wash, or any of its corporate structures, successors or assigns.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Mister Car Wash to supply the goods as outlined in IFB 18-002 dated March 2017, and Response to IFB submitted by Vendor, all as specified in Exhibit "A" attached hereto and made a part hereof for all purposes. The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Vendor in its Response to the IFB.

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; COSTS

A. All bid items set forth in Option No. 1 of "Attachment A: Bid Form" of Exhibit "A" are awarded to Vendor.

B. The City shall be authorized to pay the Vendor an amount not-to-exceed **Fifty-Eight Thousand Eight Hundred and No/100 Dollars (\$58,800.00)** for the term of this Agreement.

5.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

6.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is

granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City if:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without incurring any liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain same from another source or supplier(s).

12.01 INSURANCE

Vendor shall meet all requirements as stated in the attached Invitation for Bid IFB 17-009 (including all attachments and exhibits), and its bid response; and as set forth at http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Cliff Saylor, Support Services Division Manager
City of Round Police Department
2701 North Mays Street
Round Rock, TX 78665
512-671-2833
csaylor@roundrocktexas.gov

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Vendor agrees that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed. Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

E. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after notice of termination, Vendor shall submit a statement detailing the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all

other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Consultant does not boycott Israel and will not boycott Israel at any term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- A. When delivered personally to recipient's address as stated in this Agreement; or
- B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Mister Car Wash
225 East 5th Street
Tucson, AZ 85705

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephen L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between City and Vendor. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no

way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions hereof shall not prevent this entire Agreement from being void should a provision that is of the essence of this Agreement be determined to be void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Mister Car Wash have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

For City, Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Mister Car Wash

By: _____
Printed Name: TENNIS FIMBEROFF
Title: BUSINESS DEVELOPMENT MANAGER
Date Signed: 2/27/18



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

Vehicle Cleaning Services for Police and Fire

SOLICITATION NUMBER 18-002

December 2017

Exhibit "A"

City of Round Rock
Vehicle Cleaning Services for Police and Fire
IFB No. 18-002
Class/Item: 928-93 / 924-18 / 928-75
December 2017

**POLICE DEPARTMENT AND FIRE DEPARTMENT VEHICLE CLEANING SERVICES
PART I
GENERAL REQUIREMENTS**

1. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

| Description | Index |
|---|-------------|
| Part I – General Requirements | Page(s) 2-5 |
| Part II – Definitions, Standard Terms and Conditions and Insurance Requirements | Page 5 |
| Part III - Supplemental Terms and Conditions | Page(s) 5-8 |
| Part IV – Specifications | Page(s) 8-9 |
| Attachment A – Bid Sheet | Page 10 |
| Attachment B – Reference Sheet | Page 11 |
| Attachment C – Addendum Acknowledgement Form | Page 12 |

2. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Oscar Wise, CTCM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: owise@roundrocktexas.gov

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

| EVENT | DATE |
|--|----------------------------------|
| Solicitation released | December 4, 2017 |
| Deadline for submission of questions | December 15, 2017 @ 5:00 PM, CST |
| City responses to questions or addendums | December 19, 2017 @ 5:00 PM, CST |
| Deadline for submission of responses | December 29, 2017 @ 3:00 PM, CST |

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at <https://www.roundrocktexas.gov/businesses/solicitations/>

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://www.roundrocktexas.gov/businesses/solicitations/> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

5. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Oscar Wise
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- 5.1 Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- 5.2 Facsimile or electronically transmitted responses are not acceptable.
- 5.3 Responses cannot be altered or amended after opening.
- 5.4 No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 5.5 The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 5.6 Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.
6. **BIDDER RESPONSE REQUIREMENTS:** The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Bidders are encouraged to carefully read the entire solicitation.

Bidders shall submit one (1) evident signed "Original" and three (3) copies of the response requirements including any required attachments and one (1) electronic copy of the IFB response on a flash drive. The samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

6.1 For your bid to be responsive, the attachments identified below must be submitted with your response:

6.1.2 Attachment A: BID SHEET: The bid response shall be submitted on itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet may result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

6.1.3 Attachment B: REFERENCE SHEET: Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

6.1.4 Attachment C: ADDENDUM ACKNOWLEDGEMENT FORM: Provide signed copy of the Addendum Acknowledgement Form or a signed copy of each issued addendum with bid upon submission.

7. BEST VALUE EVALUATION AND CRITERIA: The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- 7.1 Purchase price;
- 7.2 Reputation of Respondent and of Respondent's goods and services;
- 7.3 Quality of the Respondent's goods and services;
- 7.4 The extent to which the goods and services meet the City's needs;
- 7.5 Respondent's past performance with the City;
- 7.6 The total long-term cost to the City to acquire the Respondent's goods or services;
- 7.7 Any relevant criteria specifically listed in the solicitation.

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

8. CONFIDENTIALITY OF CONTENT: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances

- 8.1** Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

8.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

9. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PART II

DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Bidder agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Bidders to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>

PART III

SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - 1.1. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - 1.2. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - 2.1. Be firms, corporations, individuals or partnerships normally engaged in providing washing and cleaning services for City of Round Rock PD and FD vehicles as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - 2.2. Provide all labor, supplies and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance

- and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
- 2.3. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
3. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:
- 3.1. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
- 3.2. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
- 3.3. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.
4. **WORKFORCE:** Successful Respondent shall:
- 4.1 Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- 4.2 Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 4.3 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
5. **PRICING:** The Bidder shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.
6. **PRICE INCREASE:** Contract prices for the cleaning and washing of City of Round Rock PD and FD vehicles shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.
- 6.1 **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.

6.2 Procedure to Request Increase:

- 6.2.1** Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

- 6.2.2** Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

- 7. PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
- 8. ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere and the vendor may be charged liquidated damages.
- 9. ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- 10. WORKFORCE:** Successful Respondent shall:
- 10.1** Ensure Respondent's employees perform the services in a timely, professional and efficient manner;
- 10.2** Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- 10.3** Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
- 11. PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
- 12. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.

13. **POST AWARD MEETING:** The City and Successful Bidder(s) may have a post award meeting to discuss, but not be limited to the following:
- 13.1 The method to provide a smooth and orderly transition of services performed from the current contractor;
 - 13.2 Provide City contact(s) information for implementation of agreement.
 - 13.3 Identify specific milestones, goals and strategies to meet objectives.
14. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- 14.1 **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - 14.2 **The City's designated representatives shall be:**

| | |
|---|--|
| Damaris Morales Logistics Officer Police Department Phone: (512) 671-2836 E-mail: damorales@roundrocktexas.gov | Karen Johnson Logistics Officer Fire Department Phone: (512) 218-3209 Email: kjohnson@roundrocktexas.gov |
|---|--|

PART IV SPECIFICATIONS

1. **Introduction:** Round Rock, Texas, with a population of around 105,000, is located 15 miles north of Austin in the Central Texas hill country. Round Rock is the 31st largest City in Texas, according to the 2010 U.S. Census Bureau data.
2. **Purpose:** The City of Round Rock, herein after called "the City" seeks bids from qualified firms experienced in providing exterior and interior washing and cleaning of Police and Fire vehicles.
3. **Contractor Services:**

This Invitation for Bid (IFB) for professional cleaning and washing services covers the requirements for the washing and cleaning of City vehicles for the Round Rock Police and Fire Departments. City personnel must be allowed to remain in their vehicles to insure full accountability. The Police Department will have approximately 250 vehicles that may use this service. The Fire Department will have approximately 30 vehicles that may use this service. The City reserves the right to add additional City vehicles to this contract which will include another 50 vehicles. The successful Respondent shall have the means and the ability to provide cleaning/washing and vacuuming services to include, but not limited to the following:

 - 3.1 **Wash:** Basic Exterior vehicle tunnel wash with no additional options. Automated tunnel wash allows the occupant to remain in the vehicle during the wash cycle as it moves thru the tunnel via a conveyor track. First, the vehicle enters a pre-soak area that wets the vehicle down before the application of any detergents. Then, high-powered jets of water and strong detergents are sprayed on the vehicle. A cloth friction wash system of soft cloths is then moved around against the surface of the vehicle. Then, as the vehicle moves past the scrubbers, the cloth strips brush along the vertical surfaces of the car. The vehicle may move thru a high-pressure washer system of rotating water jets that spray concentrated streams of water onto the vehicle. Next, the vehicle moves through a rinse arch that removes whatever residue remains. The final step is when the vehicle moves thru the automated blow-drying process.

- 3.2 **Rinse:** Complete tunnel rinsing of the exterior of the vehicle which removes all cleaning agents used in the exterior washing operation.
- 3.3 **Drying:** Drying of the vehicle will either be performed by a blower in the tunnel or hand dried by staff by hand when vehicle exits the tunnel.
- 3.4 **Carpets:** Interior vacuum of the floor area. This will either be performed by City personnel at a self-service cleaning/vacuuming bay or by staff with the City personnel in attendance.
- 3.5 **Dash:** Remove dust from dash, console and door panels and seats. This will either be performed by City personnel at a self – service cleaning/vacuuming bay with cleaning materials available or by staff with the City personnel in attendance.
- 3.6 **Business Hours:** regular hours of operation shall be at a minimum 8:00 AM to 7:00 PM Monday through Friday (except City Holidays).
- 3.7 **Damage:** The Contractor shall be responsible for any damage by the Contractor to City vehicles or equipment. Any damage shall be repaired at the Contractor's expense.
- 3.8 **Billing:** The Contractor shall provide each Department a Monthly Billing Statement. The statement shall be submitted in an electronic format that may be sorted by the Department. The statement shall include at a minimum: invoice number, City Asset Number, vehicle license plate number, quantity, description of services, unit price(s) and total price. Charges shall be based on actual services provided to the City.
- 3.9 **Pricing Options:** The City is seeking pricing for two basic cleaning service options. (See Attachment A – Bid Sheet). The City reserves the right to select Option A, Option B or both options.
 - 3.9.1 Option A- Cost per vehicle per single visit
 - 3.9.2 Option B- Monthly flat rate cost for unlimited number of cleaning services per vehicle.

**ATTACHMENT A
BID SHEET**

1. **ATTACHMENT A- BID SHEET** is posted in Solicitation Documents for IFB No. 18-002 Vehicle Cleaning Services. in an Excel format on the City of Round Rock website at:
<https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative and returned by the deadline for submission of response indicated in Part I Section 3 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, click the link below:
<https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business.
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

**ATTACHMENT B:
BIDDERS REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 18-002

RESPONDENT'S NAME: MISTER CAR WASH **DATE:** 12/28/17

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name CITY OF HOUSTON POLICE DEPARTMENT
Name of Contact FRANK RODRIGUEZ
Title of Contact HOUSTON POLICE DEPARTMENT
E-Mail Address FRANK.RODRIGUEZ@HOUSTONPOLICE.ORG
Present Address _____
City, State, Zip Code HOUSTON, TX
Telephone Number (713) 308-1717 Fax Number: () _____

2. Company's Name CITY OF BOISE
Name of Contact DENNIS FALCONER
Title of Contact FLEET MANAGER - CITY OF BOISE
E-Mail Address DFALCONER@CITYOFBOISE.ORG
Present Address _____
City, State, Zip Code BOISE, IDAHO
Telephone Number (208) 570-6801 Fax Number: (208) 344-8021

3. Company's Name PIMA COUNTY ARIZONA
Name of Contact MARIA CANIZALES
Title of Contact PROCUREMENT OFFICER
E-Mail Address MARIA.CANIZALES@PIMA.ORG
Present Address _____
City, State, Zip Code TUCSON, AZ
Telephone Number (520) 724-8167 Fax Number: (520) 711-6504

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.

City of Round Rock
Vehicle Cleaning Services for Police and Fire
IFB No. 18-002
Class/Item: 928-93 / 924-18 / 928-75
December 2017


**ATTACHMENT C:
ADDENDUM ACKNOWLEDGMENT FORM**

NOTE: If multiple addendums have been issued, respondents may complete and return this attachment with their proposal in place of the individual addendums to be submitted. Failure to provide either this form or the individual addendums with signatures may result in disqualification of the proposal.

Addenda Acknowledgment: The undersigned acknowledges the receipt of the following Addenda:

Addendum #: 1 Dated: 12/19/17
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____

Respondent (Company): MISTER CAR WASH

Signature (in ink): 

Name (Typed/printed): DENNIS ZIMBEROFF

Title: BUSINESS DEVELOPMENT MANAGER Date: 12/28/17



**CITY OF ROUND ROCK
INVITATION FOR BID (IFB)
VEHICLE CLEANING SERVICES FOR POLICE AND FIRE**

IFB No. 18-002

Addendum No. 1

Date of Addendum: 12/19/17

Addendum No. 1, dated December 19, 2017 is being issued to respond to all questions submitted by the deadline on December 15 @ 5:00 p.m. for IFB No.18-002 – Vehicle Cleaning Services for Police and Fire as outlined below:

1. **Question:** In Part IV Paragraph 3.6 – It states: "Business Hours: Regular hours of operation shall be at a minimum 8:00 AM to 7:00 PM Monday through Friday (except City Holidays). Are business hours of operation required from 8am-7pm? Our typical hours of operation are 8am-6pm. If the wash is open 2 days per week from 8am-7pm will that qualify and meet your requirements?"

Answer: The minimum regular hours of operation shall be 8:00 A.M. to 7:00 P.M. Monday-Friday (except City Holidays)

Approved by: Oscar Wise
Oscar Wise, Purchaser

Date: 12/19/17

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED

MISTER CAR WASH
Vendor

[Signature]
Authorized Signature

12/28/17
Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Attachment A- Bid Sheet
Vehicle Cleaning Services for Police and Fire
IFB No. 18-002

The Respondant represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 18-002 City of Round Rock Vehicle Cleaning Services. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive. Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid. The City reserves the right to purchase more or less than the quantities indicated below. The Respondant may bid on Option A, Option B or both options. Pricing for Additional Services are for "information only" and not required.

Option A - Cost per Vehicle per Single Visit

| No. | Description | Annual Estimated Number of Visits | Unit | Unit Cost per Visit | | Extended Total |
|-----|--|-----------------------------------|------|---------------------|--|----------------|
| 1 | Basic Vehicle Cleaning Services- Cost per Single Visit | 3,360 | ea | \$ 3.50 | | \$ 11,760.00 |
| | Option A - Total Cost | | | | | \$ 11,760.00 |

Option B - Monthly Flat Rate

| No. | Description | Estimated Quantity of Vehicles | Unit | Flat Rate Cost per Month | | Extended Total |
|-----|---|--------------------------------|------|--------------------------|-------------|----------------|
| 2 | Basic Vehicle Cleaning Services - Monthly flat rate cost for unlimited number of basic cleaning services per vehicle. | 330 | ea | \$ 19.99 | X 12 months | \$ 79,160.40 |
| | Option B - Total Cost | | | | | \$ 79,160.40 |

Additional Services - (Information Only) List any additional services and unit cost for Option A or Option B in addition to the Basic Vehicle Cleaning Services

| NO. | Description | Unit Cost Per Visit (Option A) | | Unit Cost Per Month (Option B) |
|-----|---|--------------------------------|--|--------------------------------|
| 3 | FULL SERVICE WASH - INCLUDES DASH/WINDOW | \$ 7.50 | | |
| 4 | OPTIONAL UPGRADE FROM BASIC WASH ALL LABOR PERFORMED BY MISTER | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |
| 11 | | | | |

COMPANY NAME MISTER CAR WASH

SIGNATURE OF AUTHORIZED REPRESENTATIVE: [Signature]

PRINTED NAME: DENNIS ZIMBEROFF

PHONE NUMBER: 520-615-4000 X197

EMAIL ADDRESS: DZIMBEROFF@MISTERCARWASH.COM

Exhibit "A"